Program 1063-S; 5 yrs. Specifications by kf Reviewed by DG

#### U.S. GOVERNMENT PRINTING OFFICE

Seattle, Washington

# **GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS**

For the Procurement of

#### In The News

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Veterans Affairs

Medical Center

Portland. OR

# **Single Award**

The term of this contract is for the period

beginning March 1, 2009 and ending February 28, 2010

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing-time Seattle, on February 25, 2009.

**CONTRACT TERM**: The term of this contract is for one year (the base year), and four option years. Attention is directed to the clauses: "Economic Price Adjustment," and "Option to Extend the Contract Term."

Fill out and mail Section 4; Schedule of Prices; of this specification with a copy of the 910 form to: U.S. GOVERNMENT PRINTING OFFICE; 4735 E. Marginal Way South; Seattle; Washington; 98134. Mark your bid "ATTN: 1063-S" on the outside of the envelope.

The following web address will allow you to print a copy of the 910 form, which is normally found in the back of the specifications. http://www.gpo.gov/printforms/index.html

## THIS IS A NEW OFFERING, THERE IS NO HISTORY.

For information of a technical nature call Ken Foster; exten. #17; <a href="mailto:kfoster@gpo.gov">kfoster@gpo.gov</a> other questions should be directed to the contract administrator, Sandy Sheridan; exten. #12; <a href="mailto:ssheridan@gpo.gov">ssheridan@gpo.gov</a>. Phone (206) 764-3726 (no collect calls).

### **SECTION 1.- GENERAL TERMS AND CONDITIONS**

**GPO CONTRACT TERMS**: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6/01)), and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised December 1992)). <a href="https://www.gpo.gov/printforms/index.html">https://www.gpo.gov/printforms/index.html</a> This link will able viewing of the most current versions of the aforementioned documents.

**QUALITY ASSURANCE LEVELS AND STANDARDS**: The following levels and standards shall apply to these specifications:

**Product Quality Levels:** 

- (a) Printing Attributes -- Level III.
- (b) Finishing Attributes -- Level III.

Inspection Levels (from MIL-STD-105):

- (a) Non-destructive Tests General Inspection Level I.
- (b) Destructive Tests Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	Specified Standard
P-7. Type Quality and Uniformity	Government furnished materials or average type dimension or proof.
P-8. Halftone Match	Government furnished materials or proof
P-9. Solid and Screen Tint Color Match	Pantone Matching System or Government furnished sample.
P-10: Process Color Match	Approved Proof, or Government furnished sample.

**SUBCONTRACTING**: The predominant production function is presswork.

**OPTION EXTENSION OF CONTRACT TERM**: The Government may extend the term of this contract by written notice to the contractor no later than 60 days before the contract expires. If the Government exercises this option, the extended contract will include all provision herein. The total duration of this contract, including the exercise of any options will not exceed five years.

Notwithstanding the above paragraph, at the request of the Government, the term of any contract resulting from this solicitation may be further extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ECONOMIC PRICE ADJUSTMENT**: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

**RECOVERED MATERIALS PROGRAM**: The Government Printing Office is promoting the use of recovered materials in its contracts to the maximum extent practicable, provided all specification requirements are met. Offerors are encouraged to supply paper and paper products that contain recovered materials even in the absence of a specific solicitation provision or contract clause requiring such materials.

Recovered materials shall mean "recovered fiber" or "postconsumer recovered fiber" as defined in "Government Paper Specification Standards No. 11", published by the Joint Committee on Printing. However, when used in conjunction with the cotton/linen content of paper, "recovered fiber" means a postconsumer fiber and "recovered material" means a preconsumer fiber.

By submission of a bid or offer, or by substantial performance on a small purchase, the offeror certifies that the paper to be supplied contains at least the minimum percentage of recovered materials in the paper products as specified. This certification concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. The Government reserves the right to require proof of such certification prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

When the use of recovered materials is specified, the contractor shall maintain manufacturer/mill accounting and record summaries on the fiber weight content used as feed stock, for the purposes of Government audit, that will verify (a) the contractor's certification of the minimum percentage of recovered materials used in the performance of the contract, (b) that the paper and paper products are in compliance with the specification requirements, and (c) the paper is manufactured in accordance with the Environmental Protection Agency (EPA) Paper Products Recovered Materials Advisory Notice (61 FR 26985, May 29, 1996) whether the products are manufactured by the contractor or another paper mill. The contractor, if not the manufacturer, shall obtain this information from the paper manufacturer. The contractor shall maintain, and make available to the Government, these documents for one year after the expiration of the contract. Nothing in this clause shall excuse the contractor from furnishing the specified paper.

The contractor warrants that the paper prices set forth in this contract do not include any allowance for any contingency to cover anticipated increased costs of paper to the extent such increases are covered by this price adjustment clause.

**ORDERING**: Items to be furnished under the contract shall be ordered by the issuance of print orders by the various Government Departments and Agencies. Orders may be issued under the contract from March 1, 2009 through February 28, 2010. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. When mailed, a print order shall be "issued" for purposes of the contract at the time the Government deposits the order in the mail.

**LIMITATION OF PERFORMANCE AND CONTRACTOR OBLIGATIONS**: Funds are available for performance of this contract for the first program period only. The amount of funds available at award is not considered sufficient for the performance required for any program period other than the first program period. When additional funds are available for the full requirements of the next succeeding program period, the Contracting Officer shall, not later than the date specified in the "Options" clause (unless a later date is agreed to), so notify the contractor in writing.

The Government's obligation to the contractor, as specified and limited under this contract, extends only to work under program period requirements for which funds have been made available and as obligated by each print order. The contractor is not obligated to incur costs for the performance required for any program period after the first unless written notification is received from the Contracting Officer of an increase in availability of funds. If so notified, the contractor's obligation shall increase only to the extent contract performance is required for the additional program period for which funds have been made available. If this contract is terminated under the "Termination for the Convenience of the Government" clause "total contract price" in that clause means the amount available for performance of this contract, as provided for in this clause. The term "work in process" in that clause means the work under program period requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multiperiod requirements.

**PREAWARD SURVEY**: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS**: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

**REQUIREMENTS**: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page one. The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract. If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/ delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders, which provide for shipment/delivery to or performance at multiple destinations. Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

**FACSIMILE BIDS**: The solicitation provision in GPO Contract Terms (Pub. 310.2) permitting facsimile bids means a bid that has been transmitted to and has been received by a commercial enterprise via facsimile and subsequently delivered to the Government. **Facsimile bids transmitted to GPO offices will not be considered.** 

### **SECTION 2.- SPECIFICATIONS**

**SCOPE**: These specifications cover the production of a newsletter requiring such operations as four process color printing, binding, packing and delivery.

TITLE: In The News.

FREQUENCY OF ORDERS: 4 orders per year...

**QUANTITY**: Approximately 1,000 copies per issue..

NUMBER OF PAGES: 8 to 16 pages, with an average of 12 pages.

TRIM SIZE: 8-1/2 x 11".

#### **GOVERNMENT TO FURNISH:**

CD's; both IBM and/or Macintosh compatible. Software could include but not limited to: PhotoShop, PageMaker, InDesign, Quark-XPress, Freehand, PDF's and PostScript files. Various versions of software may be used; the contractor will be required to have the most current version(s).

Print orders.

One reproduction proof (image size 7-7/8 x 6-1/8") for shipping container labels.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except form number and revision date, carried on copy or film, must not print on finished product.

**CONTRACTOR TO FURNISH**: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the products in accordance with these specifications.

The contractor will host a website with secure FTP service using either Secure Sockets Layer (SSL) or Transfer Layer Security (TLS) encryption. The servers must be redundant and located in a secure locked, climate controlled, fire-resistant facility. This web site must allow the agency to post Government furnished material and print proofs from the site when required.

The contractor must provide website information allowing the ordering agencies to post and retrieve Government furnished materials and proofs from their secure website.

Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the Seattle, RPPO.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the specified quality level.

Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished material. The digital deliverables must be an exact representation of the final printed product and shall be returned on the same type of storage media as was originally furnished. The Government may accept, as digital deliverables, Postscript files, and Adobe Acrobat Portable Document Format (PDF) files. File type of the returned Government furnished materials will be specified on the print order.

**COMPUTER TIMEWORK**: Will consist of minor repairs and/or corrections required by the ordering agency on electronic camera copy. Timework will be rounded up to closest 15-minute increments. **Prior to work, the contractor will be required to inform the agency of the approximate time required for repairs or corrections.** 

**FILM/REPRODUCIBLES**: Films are not required. In lieu of film-making if required, photographs and line illustrations may be scanned into place and billed as computer time work.

All halftones are to be equal to 133 dpi or high resolution. The average halftone will be 4 x 5".

**PROOFS**: When indicated on the print order, the contractor will provide one set of SWOP certified digital color content proofs created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back and trimmed and folded to the finished size of the product.

When proofs are requested, the contractor must not print prior to receipt of an "OK to print."

**STOCK/PAPER**: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February, 1999. <a href="http://www.access.gpo.gov/qualitycontrol/paperspecs/index.html">http://www.access.gpo.gov/qualitycontrol/paperspecs/index.html</a>. The above link will enable viewing of the most current versions of the aforementioned document.

White Matte Coated Offset Book, basis weight: 70 lbs. per 500 sheets, 25 x 38", equal to JCP Code A240.

**PRINTING**: Print head-to-head in four color process inks. If lithographic ink is used, a minimum of 20% vegetable oil content is required.

MARGINS: Adequate gripper margin.

**BINDING**: Saddle wire stitch in two places, along 11" side, and trim three sides. Saddle stitched newsletter will trim out to 8-1/2 x 11".

**PACKING**: Pack suitable quantities per shipping container. Each shipping container must not exceed 45 pounds when fully packed.

**LABELING AND MARKING**: Reproduce shipping container label from furnished repro, fill in appropriate blanks, and attach to shipping containers.

**DISTRIBUTION**: Pickup and deliveries in Portland, OR, are f.o.b. destination. Pickup and deliver to:

Michael McAleer (P4-PCA)
Portland VA Medical Center
3710 SW US Veterans Hospital Road
Portland, OR 97239

All expenses incidental to picking up Government furnished materials, returning materials, and furnishing sample copies must be borne by the contractor.

**SCHEDULE**: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material and proofs must be picked up from, and delivered to, the ordering Department (f.o.b. destination).

Complete delivery must be made within 10 workdays.

It is anticipated that the ordering agency will hold the proofs for 2 workdays.

The ship/deliver date indicated on the print order is the date products ordered must be delivered to the destination(s) specified.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

# **SECTION 3.- DETERMINATION OF AWARD**

The Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce 12 months' work under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for the term of this contract.

The following item designations correspond to those listed in the "Schedule of Prices".

		(1)		(2)
l.	(a)	48		480
II.	(a) (b)		48 4	

### **SECTION 4.- SCHEDULE OF PRICES**

Bids offered are f.o.b. destination.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) N/A or blank spaces for an item will be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All vouchers submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

(Person to be contacted)

I. COMPLETE PRODUCT: Prices quoted shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

		•		•
		Makeready and/or Setup <b>(1)</b>	Running Per 100 Copies <b>(2)</b>	
<b>(a)</b> Co	ost per printed page.	\$		
II. ADDITI	ONAL OPERATIONS:			
(a) (b)	SWOP color proofs, cost Computer time work, rou nearest 15 minutes.		·	
	*	* * * * * * * * * * * * * * * *	* * * * * * * * * * *	
each in the prices on t	e space provided, and subm	nit with the GPO Form 91	pages in "Section 4 Schedule of 10, "Bid". Only the original is requ will prevail in instances where p	ired. Do not enter bid
Bidder				_
(City - Sta	te)			_
Ву				
(Signatu	ire and title of person autho	rized to sign this bid)		

(Telephone Number)